

SONNENSCHN CARLIN NATH & ROSENTHAL

14095

8000 SEARS TOWER CHICAGO, ILLINOIS 60606

RECORDATION NO. \_\_\_\_\_ Filed 1425

(312) 876-8000 TELEX 25-3526

JUL 7 - 1983 - 2 25 PM

INTERSTATE COMMERCE COMMISSION LINE

312-876-8232

July 5, 1983

JUL 7 - 1983 - 2 25 PM  
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Room 2303

No. 1  
Date JUL 7 1983  
Fee \$ 6.00  
ICC Washington, D. C.

Ladies and Gentlemen:

Enclosed are (1) an Assignment and Assumption of Lease dated as of March 26, 1980 (the "Assignment") between William M. Gibbons, as Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company (the "Assignor"), as assignor, and Chicago and North Western Transportation Company (the "Assignee"), as assignee, and (2) a Lease Amendment Agreement dated March 26, 1980 (the "Amendment"), between CIT Corporation (the "Lessor"), as lessor, and the Assignee, as lessee.

The Assignment is an assignment of the lessee's rights under a Lease Agreement for Railroad Equipment dated as of June 1, 1969 (the "Lease") between the Lessor, as lessor, and the Assignor, as lessee. The Lease was recorded with the Interstate Commerce Commission on June 19, 1969 at 2:10 p.m. under Recordation No. 5296.

The Amendment extends the term of the Lease and otherwise amends the Lease, as assigned to the Assignee.

Neither the Assignment nor the Amendment affects the identity of the lessor under the Lease.

Please record the Assignment and the Amendment in that order in the records of the Interstate Commerce Commission, pursuant to 49 U.S.C. §11303 and the regulations promulgated thereunder.

The names and addresses of the parties to the Assignment are as follows:

SONNENSCHN CARLIN NATH & ROSENTHAL

ICC copy

STAMP &  
KEEP

Interstate Commerce Commission  
Attn: Room 2303  
July 5, 1983

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Assignor: William M. Gibbons, as Trustee of the  
Property of Chicago, Rock Island &  
Pacific Railroad Company  
332 South Michigan Avenue  
Chicago, Illinois 60604

Assignee: Chicago and North Western Transportation  
Company  
One North Western Center  
165 North Canal Street  
Chicago, Illinois 60606

The names and addresses of the parties to the Amendment  
are as follows:

Lessor: CIT Corporation  
650 Madison Avenue  
New York, New York 10022

Lessee: Chicago and North Western Transportation  
Company  
One North Western Center  
165 North Canal Street  
Chicago, Illinois 60606

The equipment covered by the Lease and the Assignment is  
described both Exhibit A to the Assignments and in Schedule  
A to the Lease (a copy of the Lease being attached as Exhibit  
B to the Assignment).

Enclosed are two original copies of the Assignment and of  
the Amendment, each manually executed and acknowledged by all  
parties, one of which is marked "ICC" at the top, and five  
photocopies of the Assignment and of the Amendment. Once all  
seven copies of each document are stamped with the appropriate  
recordation information, I would appreciate your returning  
one of the original copies of each document and all of the  
photocopies to me at the letterhead address above.

SONNENSCHN CARLIN NATH & ROSENTHAL

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July 5, 1983

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Enclosed is our check in the amount of \$60, payable to the Commission, in payment of the fee for the recordation of the Assignment and the Amendment.

Thank you for your help. If there are any questions regarding the recordation of the Assignment or the Amendment, please call me collect, at (312) 876-8232.

Very truly yours,

  
Thomas M. Fitzpatrick

TMF:jec

Enclosures

#5863A/  
4.15.80

RECORDATION NO. 14095-1A  
Filed 1225

JUL 7 - 1983 - 2 25 PM

LEASE #20

INTERSTATE COMMERCE COMMISSION  
LEASE AMENDMENT AGREEMENT

LEASE AMENDMENT AGREEMENT made this 26th day of March, 1980, between CIT Corporation ("CIT") and Chicago and North Western Transportation Company ("CNW"), as Lessor and Lessee, respectively, under a certain Lease Agreement for Railroad Equipment dated as of June 1, 1969 ("Lease"), as previously assigned and modified.

W I T N E S S E T H

WHEREAS, subject to the terms of a certain Assignment and Assumption of Lease dated as of March 26, 1980 ("Assignment"), CNW has assumed the rights and obligations of the Lessee under the Lease with respect to the Units described in Schedule I hereto (the "Units");

WHEREAS, CIT and CNW now wish to amend the Lease as so assigned and;

NOW THEREFORE, in consideration of the foregoing and for the mutual promises contained herein and for other good and sufficient consideration, the parties agree as follows:

1. The lease term as defined in Section 3 of the Lease shall be extended for a five-year period beyond the period provided therein. During such extended term, rent shall continue to be paid in semi-annual payments, continuing the sequence of dates as therein provided, and rent shall be increased during such extended term to \$1,020 semi-annually per Unit.

2. The Casualty Value percentage in Section 9 for the Payments after Payment No. 22 are as follows:

23	56%	33	38%
24	56%	34	38%
25	54%	35	32%
26	54%	36	32%
27	52%	37	26%
28	52%	38	26%
29	50%	39	20%
30	50%	40	20%
31	44%		
32	44%		

3. Notwithstanding anything to the contrary in any other documents respecting the Lease, CNW's obligation under paragraph 2 of the Assignment is to pay CIT in full the next scheduled semi-annual rental payments coming due after the date hereof in accordance with the terms of the Lease as amended, without any pro ration or reduction by reason of the fact that the said Assignment has been in effect for less than the full semi-annual period covered by such payments.

4. CNW hereby waives any right of renewal or purchase pursuant to Section 13 of the Lease.

5. Except as amended hereby, the Lease as previously assigned and modified is hereby expressly confirmed.

IN WITNESS WHEREOF, the parties have caused the execution of this Lease Amendment Agreement as the date first written above.

CIT CORPORATION

By: 

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

By: 

#5863A

LEASE # 20

SCHEDULE I  
TO LEASE AMENDMENT AGREEMENT WITH  
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

UNIT DESIGNATION	NUMBER OF UNITS*	TOTAL PERIODIC PAYMENT PER UNIT
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60' flats	30	1,020
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RI 92820-  
92849

92821 has been  
renumbered to  
592820

\*Excepting therefrom the Units which have suffered a Casualty Occurrence.